

**yesBTL Hungary Ltd.**  
("Service Provider")

**GENERAL TERMS AND CONDITIONS**  
("GTC")

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## **I. SCOPE OF THE GTC**

1. These GTC regulate the general terms of all contractual relationships established between the Service Provider and companies, sole proprietors, and other business users (hereinafter collectively: the "Customer").

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## **II. DEFINITIONS**

For the purposes of these GTC, the following terms shall have the meanings set out below:

- a) **"GTC"**: the General Terms and Conditions and any amended version thereof in force at any given time.
- b) **"Service Provider"**: yesBTL Hungary Ltd., as the company providing product sales, manufacturing, graphic design, branding, printing, creative, or other related services under these GTC.
- c) **"Customer"**: any company, sole proprietor, or other business user who uses the Service Provider's services under a contractual relationship.
- d) **"Offer"**: a written offer sent by the Service Provider, including in particular by e-mail, containing prices, quantities, technical or production parameters, performance conditions, and other business terms.
- e) **"Order"**: the Customer's declaration accepting the Offer and requesting the ordered product or service.
- f) **"Contract"**: the contractual relationship established between the parties upon acceptance of the Offer and written confirmation by the Service Provider.
- g) **"Acceptance Declaration"**: the Customer's written declaration – including in particular declarations made by e-mail – accepting the Offer.
- h) **"Confirmation"**: the Service Provider's written declaration confirming acceptance of the Customer's order.
- i) **"Performance"**: manufacture, procurement, branding, print preparation, delivery, handover of the ordered product, or proper performance of the agreed service by the Service Provider.

- j) **“Performance Deadline”**: the date or time period specified in calendar days or working days within which the Service Provider undertakes to complete the Order.
- k) **“Payment Deadline”**: the due date by which the full invoice amount must be credited to the Service Provider’s bank account, calculated from the invoice issue date or another date agreed by the parties.
- l) **“Graphic Material”**: any logo, graphic, image, text, trademark, creative file, print file, visual element, or other design content provided by the Customer or created by the Service Provider.
- m) **“Contributor”**: any subcontractor, supplier, manufacturer, importer, logistics partner, printing partner, or other third party engaged by the Service Provider in performance.
- n) **“Tolerance”**: customary and technically acceptable deviations in size, quantity, color, shade, positioning, or surface quality customary in the industry.
- o) **“Complaint”**: the Customer’s written objection concerning the quality, quantity, or contractual conformity of the delivered product or service.
- p) **“Delay”**: failure to meet any contractual deadline, especially deadlines related to data provision, payment, or performance.
- q) **“Force Majeure”**: any unforeseeable and unavoidable external circumstance beyond the control of either the Service Provider or the Customer that prevents or hinders performance of the Contract.
- r) **“Intellectual Property”**: any Graphic Material protected by copyright, industrial property rights, or other legal protection.
- s) **“Retention of Ownership”**: the Service Provider’s right whereby ownership of the delivered product remains with the Service Provider until full payment of the consideration and ancillary costs.

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### III. CONCLUSION OF INDIVIDUAL CONTRACTS

1. The Service Provider prepares a written Offer based on the Customer’s needs and the relevant custom production parameters.
  2. Unless otherwise stated, the Offer remains valid for 15 calendar days. All prices stated in the Offer are net amounts and do not include VAT.
  3. The Service Provider sends the Offer to the Customer, who returns it together with the Acceptance Declaration. When sending the Acceptance Declaration, the Customer also declares acceptance of these GTC, to which the Service Provider provides access on its website.
  4. The Contract is concluded when the Service Provider sends the order Confirmation to the Customer based on the Customer’s Acceptance Declaration and declaration accepting the GTC.
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## **IV. CONTENT OF THE SERVICE AND METHOD OF PERFORMANCE**

1. The Customer acknowledges that due to the complexity of the performance process – especially in cases of custom production, foreign sourcing, or multiple technological steps – performance may rely on cooperation of several Contributors. Accordingly, the Service Provider is entitled to perform the Order using Contributors.
  2. The Performance Deadline is determined individually for each Order based on production, procurement, logistics, branding, printing, and other relevant feasibility factors, as well as the capacities and terms of the necessary Contributors.
  3. The Service Provider is entitled to modify the price between sending the Offer and commencement of production if, during that period, there has been a significant change exceeding 10% in exchange rates, raw material prices, transport costs, customs charges, or supplier prices, provided that the Customer is notified immediately in writing. In such case, the Customer may withdraw from the Order within 10 working days from notification of the modified price.
  4. The Service Provider shall hand over the ordered products at the place and in the manner agreed individually, or arrange delivery to the Customer.
  5. Performance shall be deemed completed upon handover of the product to the Customer.
  6. Risk of loss passes to the Customer upon delivery by the Service Provider, carrier, courier service, or other logistics partner to the Customer.
  7. If the Customer refuses or fails to accept delivery, or acceptance fails for reasons attributable to the Customer, all verified and reasonable additional costs arising from failed delivery, repeat delivery, storage, return transport, or other logistics measures shall be borne by the Customer.
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## **V. GRAPHIC MATERIALS, MOCK-UPS AND APPROVAL**

1. The Customer may provide Graphic Materials itself or entrust the Service Provider with graphic design.
  2. Unless otherwise agreed, the graphic design fee includes two design modifications requested by the Customer. Further modifications shall be charged on an hourly basis.
  3. If the Service Provider prepares the Graphic Material, the Customer must send approval or modification comments within 8 days from receipt. If the Customer fails to provide the necessary materials, changes, or approval within 8 days, the Service Provider may invoice 80% of the full contractor fee as preparation and standby fee.
  4. The Customer is entitled to request a maximum of 5 modifications within the graphic design service.
  5. The Customer bears full responsibility for lawful use of Graphic Materials supplied by it. The Service Provider is not obliged to verify copyright, industrial property, or other legal status. If a third party raises claims, the Customer must indemnify the Service Provider up to the extent of justified and documented claims.
  6. Unless otherwise agreed, the fee for sending a product sample is HUF 6,000 net service fee plus the net price of the sample. The service fee is non-refundable if the project later becomes an Order; at its sole discretion, the Service Provider may credit only the net sample price.
  7. The Service Provider is entitled to use the completed project and related Graphic Materials as reference material.
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## **VI. TOLERANCES AND INDUSTRY DEVIATIONS**

1. The Customer expressly acknowledges that due to technical characteristics of manufacturing, branding, printing, and related technologies, as well as natural differences between materials, surfaces, textiles, treatments, and production batches, minor differences may occur between the digital mock-up, physical sample, and final product in shade, positioning, texture, surface quality, print appearance, or material feel. Differences may also arise between digital screen display and actual printed/manufactured products due to display technology, color profiles, lighting conditions, and material-specific properties. Such customary and technically acceptable differences do not constitute defective performance and cannot in themselves form the basis of complaints or warranty claims.
  2. In the case of textile products, clothing items, promotional textiles, and other sewn products, size deviations within  $\pm 5\%$  shall not constitute defective performance.
  3. For products with a unit price below HUF 1,000 + VAT per piece, a quantity deviation of  $\pm 3\%$ , including surplus or shortage, is deemed acceptable in view of production and logistics processes.
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## **VII. TERMINATION OF THE CONTRACT**

1. Both the Service Provider and the Customer are entitled to terminate the Contract by unilateral declaration addressed to the other party.
  2. If termination by the Customer occurs after confirmation of the Order and procurement, manufacturing, branding, graphic preparation, print preparation, logistics organization, or any related performance process has commenced, the Customer must pay 80% of the net contractor fee stated in the Offer, plus all direct and indirect costs incurred up to that point, especially procurement, production, logistics, transport, printing, preparation, sampling, administrative, and already-paid third-party costs.
  3. If the Order concerns custom-made, personalized, branded, printed, or specifically customer-tailored products, the Service Provider is entitled to invoice the full value of products, materials, semi-finished products, print files, and branded goods already procured, under production, or non-returnable to third parties.
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## **VIII. PAYMENT TERMS AND DELAY**

1. The standard payment deadline is 30 calendar days, but the Service Provider may set a longer or shorter payment term based on the Customer's creditworthiness, payment history, order volume, and business risk.
2. The Service Provider may issue advance invoices, partial invoices, or final invoices if justified by order volume, custom production, procurement costs, import procurement, or business risk, provided such payment structure is expressly indicated in the Offer.
3. Accounting documents may also be sent electronically, especially by e-mail, which the parties accept as having the same legal effect and evidentiary force as paper documents.
4. Payment is deemed completed when the full invoice amount is irrevocably credited to the Service Provider's bank account.
5. The Customer may reduce or suspend payment obligations due to set-off, withholding, deductions, complaints, or other unilateral declarations only with the Service Provider's prior written consent.

6. In case of late payment, the Service Provider may charge statutory default interest under the Civil Code and the debt collection flat fee provided by applicable law.
  7. If payment delay exceeds 15 days, the Service Provider may send a registered payment reminder and subsequently initiate payment order proceedings, litigation, or other debt enforcement procedures.
  8. All reasonable and documented costs arising from payment delay – including legal fees, debt collection fees, payment order costs, court fees, postal and administrative costs – shall be borne by the Customer.
  9. The Service Provider may unilaterally suspend further Orders, start of production, procurement, delivery, or any ongoing performance until all outstanding debts are fully settled. Such suspension shall not constitute delay or breach by the Service Provider.
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## **IX. COMPLAINTS AND CONSEQUENCES OF DEFECTIVE PERFORMANCE**

1. The Customer must inspect the products immediately after Performance and notify the Service Provider in writing of any visible quantity, external, or quality defects within no later than 5 working days. This deadline is preclusive; after expiry, such claims may no longer be enforced.
  2. Hidden defects not immediately detectable must be reported in writing without delay after discovery, but no later than 5 working days thereafter.
  3. Complaints may only be submitted in writing, specifying the defect precisely and, if necessary, attaching photographic evidence.
  4. A complaint does not entitle the Customer to withhold payment unless otherwise agreed in writing.
  5. In case of material deviation from the Graphic Material, the Customer may request, in this order: first repair, second price reduction, third replacement.
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## **X. SPECIAL LIABILITY CLAUSES**

1. The Service Provider excludes liability for damage, delay, or obstacles caused by reasons within the Customer's sphere of interest, especially delayed or incomplete information, incorrect instructions, delayed approvals, or unlawful, defective, or technically unsuitable Graphic Materials supplied by the Customer.
  2. The Service Provider shall also not be liable for delay, failure, or damage arising from third parties outside its control, especially subcontractors, suppliers, foreign manufacturers, importers, logistics partners, couriers, customs authorities, or other Contributors. This includes international transport disruption, border closures, customs inspections, container delays, port congestion, raw material shortages, reduced production capacity, supplier delays, or other supply chain obstacles.
  3. Except for intentional misconduct or gross negligence, the Service Provider's liability for damages is limited to the net value of the relevant Order.
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## **XI. RETENTION OF OWNERSHIP AND SET-OFF**

1. All products delivered by the Service Provider remain its exclusive property until full payment of the purchase price and any ancillary costs. Ownership transfers to the Customer only after full payment has been credited.
  2. The Customer must keep products subject to retention of title separately in its stock and may not encumber, pledge, offer as security, or resell them in a manner infringing the Service Provider's ownership rights.
  3. The Service Provider may set off any overdue debt of the Customer against any future service, discount, or credit due to the Customer.
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## **XII. INTELLECTUAL PROPERTY, CONFIDENTIALITY AND REFERENCE USE**

1. All Graphic Materials and any other Intellectual Property protected by copyright created by the Service Provider for the Customer under individual Orders remain the exclusive property of the Service Provider until the related contractor fee and all ancillary costs have been fully paid.
  2. After full payment, the Customer acquires a non-exclusive right of use corresponding to the purpose of the specific Order. This right of use extends only to the project, campaign, print, or promotional goods Order for which the material was created. The Customer may not transfer, resell, reproduce, modify, reuse, or use the materials in another campaign without the Service Provider's prior written consent.
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## **XIII. DATA PROCESSING AND DATA PROTECTION**

1. The Service Provider processes personal data in compliance with applicable data protection laws, especially Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), and other relevant legislation.
  2. The Service Provider processes personal data of the Customer's natural person contacts for purposes of establishing, maintaining, and performing the contractual relationship, communication, invoicing, logistics, administration, and pre-contractual business and marketing communication, especially name, e-mail address, telephone number, and position.
  3. Detailed rules regarding data processing purposes, legal basis, duration, data transfers, and exercise of data subject rights are contained in the Service Provider's internal privacy policy.
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## **XIV. FINAL PROVISIONS**

1. These GTC shall be governed by Hungarian law, especially the provisions of the Civil Code.
2. The parties stipulate the exclusive jurisdiction of the court competent according to the Service Provider's registered seat for resolution of disputes.

Date and place: Budapest, 20 April 2026